

**UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
REGION 29**

**LOCAL 660, UNITED WORKERS OF AMERICA  
(METROPOLITAN PAPER RECYCLING, INC.)**

**and**

**Case 29-CB-091365**

**WASTE MATERIAL, RECYCLING AND  
GENERAL INDUSTRIAL LABORERS', LOCAL  
108, LIUNA**

**COMPLAINT AND NOTICE OF HEARING**

This Complaint and Notice of Hearing is based on a charge filed by WASTE MATERIAL, RECYCLING AND GENERAL INDUSTRIAL LABORERS', LOCAL 108, LIUNA, herein called the Charging Party. It is issued pursuant to Section 10(b) of the National Labor Relations Act, 29 U.S.C. § 151 et seq. (the Act), and Section 102.15 of the Rules and Regulations of the National Labor Relations Board (the Board), and alleges that LOCAL 660, UNITED WORKERS OF AMERICA, herein called Respondent, has violated the Act as described below:

1. (a) The charge in Case No. 29-CB-091365 was filed by the Charging Party on October 15, 2012, and a copy was served by regular mail on Respondent, on October 16, 2012.

(b) The amended charge in Case No. 29-CB-091365 was filed by the Charging Party on December 18, 2012, and a copy was served on Respondent on December 19, 2012.

2. At all material times, Metropolitan Paper Recycling, Inc., herein called the Employer, with its principal office and place of business located at 847 Shepherd Avenue,

Brooklyn, New York, herein called its Brooklyn location, has been engaged in providing recycling services to private and public enterprises.

3. During the past year, which period is representative of its annual operations generally, the Employer, in the course and conduct of its business operations, has sold goods from its Brooklyn location valued in excess of \$50,000 directly to customers located outside the State of New York.

4. At all material times, the Employer has been an employer engaged in commerce within the meaning of Section 2(2), (6) and (7) of the Act.

5. At all material times, Respondent has been a labor organization within the meaning of Section 2(5) of the Act.

6. At all material times, the Charging Party has been a labor organization within the meaning of Section 2(5) of the Act.

7. At all material times, (b) (6), (b) (7)(C) has been employed by Respondent and is an agent of Respondent, within the meaning of Section 2(13) of the Act, acting on its behalf.

8. At all material times, by virtue of Section 9(a) of the Act, Respondent has been the exclusive collective-bargaining representative of the following employees of the Employer (the Unit):

All sorters, bailers, laborers, equipment operators, Class A and B mechanics and welders, helpers, maintenance employees, scale house operators, drivers, including but not limited to flat bed drivers, pier drivers, packer drivers, truck helpers, roll-off drivers, and swing drivers, and excluding all office clericals, guards, and supervisors under Section 2(11) of the Act.

9. At all material times, Respondent and the Employer have maintained and enforced a collective-bargaining agreement covering the terms and conditions of employment of the Unit, including a grievance and arbitration procedure.

10. On or around (b) (6), (b) (7)(C) 2012, Respondent began processing the grievance of unit employee (b) (6), (b) (7)(C) concerning (b) (6), (b) (7)(C) lay off.

11. Since on or around (b) (6), (b) (7)(C), 2012, Respondent has refused to further process the grievance of employee (b) (6), (b) (7)(C) concerning (b) (6), (b) (7)(C) lay off.

12. Respondent's conduct described above in paragraph 10 was perfunctory.

13. On or around September 11, 2012, Respondent, by (b) (6), (b) (7)(C), at the Employer's Brooklyn location, questioned employees about their support for other unions.

14. On or around September 11, 2012, Respondent, by (b) (6), (b) (7)(C) threatened employees that it would not assist them in the processing of their grievances unless employees testified at a government agency against another union.

15. Respondent engaged in the conduct described above in paragraphs 11 through 14 because of employee support of another union.

16. By engaging in the conduct described above in paragraphs 11 through 14 in connection with its representative status described above in paragraphs 8 and 9, Respondent has failed to represent (b) (6), (b) (7)(C) for reasons that are arbitrary, discriminatory, or in bad faith and has breached the fiduciary duty it owes to said employee and the Unit, in violation of Section 8(b)(1)(A) of the Act..

17. The unfair labor practices of Respondent, described above, affect commerce within the meaning of Sections 2(6) and (7) of the Act.

### **ANSWER REQUIREMENT**

Respondent is notified that, pursuant to Sections 102.20 and 102.21 of the Board's Rules and Regulations, it must file an answer to the complaint. The answer must be **received by this office on or before February 7, 2013, or postmarked on or before February 6, 2013.** Respondent should file an original and four copies of the answer with this office and serve a copy of the answer on each of the other parties.

An answer may also be filed electronically through the Agency's website. To file electronically, go to [www.nlr.gov](http://www.nlr.gov), click on **File Case Documents**, enter the NLRB Case Number, and follow the detailed instructions. The responsibility for the receipt and usability of the answer rests exclusively upon the sender. Unless notification on the Agency's website informs users that the Agency's E-Filing system is officially determined to be in technical failure because it is unable to receive documents for a continuous period of more than 2 hours after 12:00 noon (Eastern Time) on the due date for filing, a failure to timely file the answer will not be excused on the basis that the transmission could not be accomplished because the Agency's website was off-line or unavailable for some other reason. The Board's Rules and Regulations require that an answer be signed by counsel or non-attorney representative for represented parties or by the party if not represented. See Section 102.21. If the answer being filed electronically is a pdf document containing the required signature, no paper copies of the answer need to be transmitted to the Regional Office. However, if the electronic version of an answer to a complaint is not a pdf file containing the required signature, then the E-filing rules require that such answer containing the required signature continue to be submitted to the Regional Office by traditional means within three (3) business days after the date of electronic filing. Service of the answer on each of the other parties must still be accomplished by means allowed under the Board's Rules and Regulations. The answer may not be filed by facsimile transmission. If no

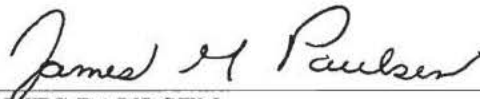


answer is filed, or if an answer is filed untimely, the Board may find, pursuant to a Motion for Default Judgment, that the allegations in the (consolidated) complaint are true.

**NOTICE OF HEARING**

PLEASE TAKE NOTICE THAT on **TUESDAY, MARCH 4, 2013, at 9:30 AM**, at Two MetroTech Center, 5<sup>th</sup> Floor, Brooklyn, New York, and on consecutive days thereafter until concluded, a hearing will be conducted before an administrative law judge of the National Labor Relations Board. At the hearing, Respondent and any other party to this proceeding have the right to appear and present testimony regarding the allegations in this (consolidated) complaint. The procedures to be followed at the hearing are described in the attached Form NLRB-4668. The procedure to request a postponement of the hearing is described in the attached Form NLRB-4338.

Dated at Brooklyn, New York, January 25, 2013



---

JAMES PAULSEN  
REGIONAL DIRECTOR  
NATIONAL LABOR RELATIONS BOARD  
REGION 29  
TWO METRO TECH CENTER STE 5100  
FL 5  
BROOKLYN, NY 11201-3838

Attachments

UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
REGION 29

ALSTATE MAINTENANCE, LLC

and

Case Nos. 29-CA-104000  
29-CA-126794

LOCAL 32BJ, SERVICE EMPLOYEES  
INTERNATIONAL UNION

LOCAL 660, UNITED WORKERS OF AMERICA

and

Case Nos. 29-CB-103994  
29-CB-126867

LOCAL 32BJ, SERVICE EMPLOYEES  
INTERNATIONAL UNION

ORDER CONSOLIDATING CASES, CONSOLIDATED  
COMPLAINT AND NOTICE OF HEARING

Pursuant to Section 102.33 of the Rules and Regulations of the National Labor Relations Board (the Board), and to avoid unnecessary costs or delay, IT IS ORDERED THAT Case Nos. 29-CA-104000 and 29-CA-126794, which are based on charges filed by Local 32BJ, Service Employees International Union (Charging Party or Local 32BJ) against Alstate Maintenance LLC (Respondent Alstate), and Case Nos. 29-CB-103994 and 29-CB-126867, which are based on charges filed by the Charging Party against Local 660, United Workers of America, (Respondent Local 660), collectively referred to as Respondents, are consolidated.

This Order Consolidating Cases, Consolidated Complaint and Notice of Hearing, which is based on these charges, is issued pursuant to Section 10(b) of the National Labor Relations

Act, 29 U.S.C. § 151 et seq. (the Act) and Section 102.15 of the Board's Rules and Regulations and alleges Respondents have violated the Act as described below:

1. The charge in Case 29-CA-104000 was filed by the Charging Party on April 25, 2013, and a copy was served on Respondent Alstate by U.S. mail on April 30, 2013.

2. The first amended charge in Case 29-CA-104000 was filed by the Charging Party on October 3, 2013, and a copy was served by the Charging Party on Respondent Alstate by regular mail on October 3, 2013.

3. The charge in Case 29-CA-126794 was filed by the Charging Party on April 15, 2014, and a copy was served on Respondent Alstate by U.S. mail on April 17, 2014.

4. The charge in Case 29-CB-103994 was filed by the Charging Party on April 25, 2013, and a copy was served on Respondent Local 660 by U.S. mail on April 30, 2013.

5. The charge in Case 29-CB-126867 was filed by the Charging Party on April 16, 2014, and a copy was served on Respondent Local 660 by U.S. mail on April 18, 2014.

6. At all material times, Respondent Alstate, a domestic limited liability corporation, with its principal office and place of business located at 15 Clinton Avenue, Rockville Center, New York, and a place of business located at JFK International Airport in Jamaica, New York, herein called the JFK Airport facility, has been engaged in providing airport ground services at JFK International Airport.

7. (a) In conducting its operations during the 12-month period ending May 21, 2013, which period is representative of its annual operations generally, Respondent Alstate, in the course and conduct of its operations described above in paragraph 6, purchased and received at its Rockville Center, New York facility, goods and supplies valued in excess of \$50,000 directly from points located outside the State of New York.

(b) In conducting its operations during the 12-month period ending May 21, 2013, which period is representative of its annual operations generally, Respondent Alstate, in the course and conduct of its operations described above in paragraph 6, within the State of New York, performed services valued in excess of \$50,000 for Lufthansa Airlines, Air France and AeroMexico, enterprises which are directly engaged in interstate commerce.

8. At all material times, Respondent Alstate has been an employer engaged in commerce within the meaning of Section 2(2), (6) and (7) of the Act.

9. At all material times, Respondent Local 660 has been a labor organization within the meaning of Section 2(5) of the Act.

10. At all material times, Local 32BJ has been a labor organization within the meaning of Section 2(5) of the Act.

11. At all material times, the following individuals employed by Respondent Alstate have held the positions listed next to their names and have been supervisors of Respondent Alstate within the meaning of Section 2(11) of the Act and/or agents of Respondent Alstate within the meaning of Section 2(13) of the Act:

Patricia Casey	General Manager
Jeremy Harding	Supervisor, Terminal One
Vince Orodio	Duty Manager
David Smith	Supervisor, Terminal One
Deborah Traynor	General Manager, Terminal One

12. At all material times, the following individuals employed by Respondent Local 660 have held the positions listed next to their names and have been agents of Respondent Local 660 within the meaning of Section 2(13) of the Act:

Gilberto Mendoza	President
Alex Cedeno	Business Representative
Webster Febres	Representative

13. About August 2, 2012, Respondent Alstate granted recognition to Respondent Local 660 as the exclusive collective-bargaining representative of Respondent Alstate's employees in the following unit, herein called the Terminal One Unit:

All full-time and regular-part time skycaps, wheelchair agents, baggage handlers, passenger service agents, boarding gate agents, and CTX baggage handlers working for Alstate Maintenance, Inc. at Terminal One, JFK International Airport, Jamaica, New York 11430, excluding all other employees, guards, clerks, dispatchers, management and supervisors as defined in the Act.

14. About August 2, 2012, Respondent Local 660 accepted recognition agreement from Respondent Alstate as the exclusive collective-bargaining representative of the Terminal One Unit.

15. Respondent Alstate engaged in the conduct described above in paragraph 13, even though Respondent Local 660 did not represent a majority of the Terminal One Unit.

16. Respondent Local 660 engaged in the conduct described above in paragraph 14, even though Respondent Local 660 did not represent a majority of the Terminal One Unit.

17. About December 1, 2012, Respondent Alstate entered into a collective-bargaining agreement with Respondent Local 660 as the exclusive collective-bargaining representative of the following employees of Respondent Alstate, herein called the CBA Unit:

All full-time and regular part-time skycaps, wheelchair agents, baggage handlers, passenger service agents, boarding gate agents and CTX baggage handlers working for the employer at Terminals One, and Four JFK Airport, excluding guards, supervisors, office employees, foremen, salesmen, and executives employed by employer at Terminals One and Four, JFK Airport.



18. Since about December 1, 2012, Respondent Alstate and Respondent Local 660 have maintained and enforced the collective bargaining agreement referred to above in paragraph 17, and which contains union security and check-off provisions in Articles 2 and 3 of such collective-bargaining agreement.

19. Respondent Alstate engaged in the conduct described above in paragraphs 17 and 18, even though Respondent Local 660 did not represent a majority of the CBA Unit.

20. Respondent Local 660 engaged in the conduct described above in paragraphs 17 and 18, even though it did not represent a majority of the CBA Unit.

21. In the alternative, in the event it is concluded that Respondent Alstate did not unlawfully recognize Respondent Local 660 as the exclusive collective bargaining representative of the Terminal One Unit, on December 1, 2012, Respondent Alstate granted recognition to Respondent Local 660, and Respondent Local 660 accepted recognition, as the exclusive collective-bargaining representative of Respondent Alstate's employees set forth in paragraph 17, who were employed only at Terminal Four, JFK Airport, herein called the Terminal Four Unit, even though Respondent Local 660 did not represent a majority of the Terminal Four Unit.

22. Since about December 1, 2012, Respondent Local 660 has failed to inform the CBA Unit employees of the following information:

- a) that they have the right to be or remain a nonmember;
- b) that they have a right as a nonmember to object to paying for nonrepresentational activities and to obtain a reduction in fees for such nonrepresentational activities;
- c) that they have the right to be given sufficient information to enable them to intelligently decide whether to object;

d) that they have the right as a nonmember to be apprised of any internal union procedures for filing objections.

23. On a date in early 2013, the exact date not presently known, Respondent Alstate, by Manager Traynor, in Respondent Alstate's JFK Airport Terminal One office, gave assistance and support to Respondent Local 660 by engaging in the following conduct:

- a) directing employees to speak to Respondent Local 660 representatives.
- b) threatening employees with discharge if they did not sign Respondent Local 660 dues checkoff authorizations and membership cards.
- c) promising employees a pay raise if they signed Respondent Local 660 dues checkoff authorizations and membership cards.

24. On a date in early February 2013, the exact date not presently known, Respondent Alstate, by Manager Casey, in Respondent Alstate's JFK Airport Terminal One office, gave assistance and support to Respondent Local 660 by engaging in the following conduct:

- a) directing employees to speak to Respondent Local 660 representatives.
- b) making an implied threat of discharge if employees did not sign Respondent Local 660 dues checkoff authorizations and membership cards.

25. About on a date in February, 2013, the exact date presently unknown, Respondent Local 660, by Representative Febres, at the time clock in Respondent Alstate's JFK Airport Terminal One office, threatened employees with loss of benefits unless they signed Respondent Local 660 dues checkoff authorization cards and membership cards.

26. On a date in late February, 2013, the exact date presently unknown, Respondent Local 660, by President Mendoza, at the time clock in Respondent Alstate's JFK Airport Terminal One office:

a. promised employees benefits, including a pay raise if they signed Respondent Local 660 dues checkoff authorization cards and membership cards, and

b. threatened employees with a loss of benefits if they did not sign cards for Respondent Local 660.

27. About February 12, 2013, Respondent Alstate, by Manager Orodisio, in Respondent Alstate's JFK Airport Terminal One office, gave assistance and support to Respondent Local 660 by directing employees to sign Respondent Local 660 dues checkoff authorizations and membership cards.

28. About March 1, 2013, Respondent Alstate, by Manager Traynor, in Respondent Alstate's JFK Airport Terminal One office, gave assistance and support to Respondent Local 660 by engaging in the following conduct:

a) directing employees to sign Respondent Local 660 dues checkoff authorizations and membership cards.

b) promising employees a pay raise if they signed Respondent Local 660 dues checkoff authorizations and membership cards.

29. About March 1, 2013, Respondent Alstate, by Manager Traynor, in the public food court area of JFK Airport Terminal One, in the presence of employees, threatened to cause the arrest of nonemployees engaging in union activity, where Respondent Alstate had no legitimate property interest in the property.

30. About March 8, 2013, Respondent Alstate, by Manager Casey, in Respondent Alstate's JFK Airport Terminal One office, gave assistance and support to Respondent Local 660 by making an implied threat of discipline to employees for failing to speak to Respondent Local 660 representatives.

31. About March 8, 2013, Respondent Alstate, by Supervisor Harding, in Respondent Alstate's JFK Airport Terminal One office, gave assistance and support to Respondent Local 660 by conditioning the receipt of employees' paycheck on employees speaking to Respondent Local 660 representatives.

32. About March 11, 2013, Respondent Local 660, by Business Representative Cedeno, at the time clock in Respondent Alstate's JFK Airport Terminal Four office, promised employees a raise and transportation subsidy if they signed a Respondent Local 660 membership card.

33. About March 11, 2013, Respondent Alstate, by Manager Casey, in Respondent Alstate's JFK Airport Terminal One office, gave assistance and support to Respondent Local 660 by directing employees to speak to Respondent Local 660 representatives.

34. About March 11 or 12, 2013, the exact date not presently known, Respondent Alstate, by Supervisor Smith, in a downstairs baggage area of JFK Terminal One, gave assistance and support to Respondent Local 660 by directing employees to sign Respondent Local 660 dues checkoff authorizations and membership cards.

35. About March 16, 2013, Respondent Alstate, by Manager Traynor, in Respondent Alstate's JFK Airport Terminal One office, gave assistance and support to Respondent Local 660 by engaging in the following conduct:

- a) interrogating employees about signing Respondent Local 660 dues checkoff authorizations and membership cards.
- b) making an implied threat of reprisals if employees did not sign Respondent Local 660 dues checkoff authorizations and membership cards.

36. On various dates during the winter of 2013-2014, commencing about November 1, 2013, through about March 30, 2014, the exact dates not presently known, Respondent Alstate, by Manager Traynor, in the food court area of JFK Airport Terminal One, engaged in surveillance of employees, while employees engaged in union activities and protected concerted activities.

37. On a date in early January 2014, the exact date not presently known, Respondent Alstate, by Manager Traynor, in Respondent Alstate's JFK Airport Terminal One office, engaged in the following conduct:

- a) threatened employees with unspecified reprisals because of their support for Local 32BJ.

- b) told employees it disfavored employees who supported Local 32BJ.

38. About January 11, 2014, Respondent Alstate, by Manager Traynor, in Respondent Alstate's JFK Airport Terminal One office, promised benefits to employees if they gave up their union activity in support of Local 32BJ.

39. On various dates between March 1, 2014 and May 1, 2014, the exact dates not presently known, Respondent Alstate, by Manager Traynor, in the food court area of JFK Airport Terminal One, engaged in surveillance of employees by observing from nearby in the food court employees engaged in union activities and protected concerted activities.

40. About March 4, 2014, Respondent Alstate, by Manager Traynor, at the JFK Airport Terminal One Belt F baggage area, engaged in the following conduct:

- a) told employees they were engaging in union activity on Manager Traynor's time, creating an impression among its employees that their union activities were under surveillance by Respondent Alstate.



- b) interrogated employees about their union activities.
- c) threatened employees with unspecified reprisals because of their union

activity in support of Local 32BJ.

41. About March 7, 2014, Respondent Alstate by Manager Traynor, in the food court area of JFK Airport Terminal One, interrogated employees about their union activity in support of Local 32BJ.

42. About February 7, 2014, Respondent Alstate, by Manager Traynor, in the food court area of JFK Airport Terminal One threatened employees with unspecified reprisals because of their union activity in support of Local 32BJ.

43. About March 10, 2014, Respondent Alstate, by Manager Orodio, in the food court area of JFK Airport Terminal One, discriminatorily enforced Respondent Alstate's uniform rules by prohibiting employees from wearing hats indicating support for Local 32BJ.

44. About March 27, 2014, Respondent Local 660, by President Mendoza, in a letter to employees, threatened employees with loss of employment unless they executed dues checkoff authorizations and membership cards.

45. Respondent Local 660 engaged in the conduct described above in paragraph 44 without previously advising the employees of the following information:

- a) that they have the right to be or remain a nonmember;
- b) that they have a right as a nonmember to object to paying for nonrepresentational activities and to obtain a reduction in fees for such nonrepresentational activities;
- c) that they have the right to be given sufficient information to enable them to intelligently decide whether to object;

d) that they have the right as a nonmember to be apprised of any internal union procedures for filing objections;

e) a monthly breakdown of amounts owed, and an explanation of how the amounts were calculated.

46. About June 27, 2014, Respondent Alstate discriminatorily enforced Respondent Alstate's uniform rules by prohibiting employees from wearing buttons or pins indicating support for Local 32BJ.

47. By the conduct described above in paragraphs 18, 23 through 43, and 46, Respondent Alstate has been interfering with, restraining, and coercing employees in the exercise of the rights guaranteed in Section 7 of the Act in violation of Section 8(a)(1) of the Act.

48. By engaging in the conduct described above in paragraphs 13 through 21, 23 through 28 and 30 through 35, Respondent Alstate has been rendering unlawful assistance and support to a labor organization in violation of Section 8(a) (2) of the Act.

49. By the conduct described above in paragraphs 14, 16, 18, 20 through 22, 25-26, 32, and 44-45, Respondent Local 660 has been restraining and coercing employees in the exercise of the rights guaranteed in Section 7 of the Act in violation of Section 8(b)(1)(A) of the Act.

50. By the conduct described above in paragraphs 18 and 20, Respondent Local 660 has been attempting to cause Respondent Alstate to discriminate against its employees in violation of Section 8(a)(3) of the Act in violation of Section 8(b)(2) of the Act.

51. The unfair labor practices of Respondents described above affect commerce within the meaning of Section 2(6) and (7) of the Act.

### ANSWER REQUIREMENT

Respondent is notified that, pursuant to Sections 102.20 and 102.21 of the Board's Rules and Regulations, it must file an answer to the complaint. The answer must be received by this office on or before September 9, 2014, or postmarked on or before September 8, 2014. Respondent should file an original and four copies of the answer with this office and serve a copy of the answer on each of the other parties.

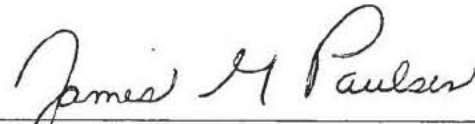
An answer may also be filed electronically through the Agency's website. To file electronically, go to [www.nlr.gov](http://www.nlr.gov), click on **File Case Documents**, enter the NLRB Case Number, and follow the detailed instructions. The responsibility for the receipt and usability of the answer rests exclusively upon the sender. Unless notification on the Agency's website informs users that the Agency's E-Filing system is officially determined to be in technical failure because it is unable to receive documents for a continuous period of more than 2 hours after 12:00 noon (Eastern Time) on the due date for filing, a failure to timely file the answer will not be excused on the basis that the transmission could not be accomplished because the Agency's website was off-line or unavailable for some other reason. The Board's Rules and Regulations require that an answer be signed by counsel or non-attorney representative for represented parties or by the party if not represented. See Section 102.21. If the answer being filed electronically is a pdf document containing the required signature, no paper copies of the answer need to be transmitted to the Regional Office. However, if the electronic version of an answer to a complaint is not a pdf file containing the required signature, then the E-filing rules require that such answer containing the required signature continue to be submitted to the Regional Office by traditional means within three (3) business days after the date of electronic filing. Service of the answer on each of the other parties must still be accomplished by means allowed under the Board's Rules and Regulations. The answer may not be filed by facsimile transmission. If no

answer is filed, or if an answer is filed untimely, the Board may find, pursuant to a Motion for Default Judgment, that the allegations in the complaint are true.

NOTICE OF HEARING

PLEASE TAKE NOTICE THAT on October 21, 2014, at 9:30 a.m., at Two MetroTech Center, 5<sup>th</sup> Floor, Brooklyn, New York, and on consecutive days thereafter until concluded, a hearing will be conducted before an administrative law judge of the National Labor Relations Board. At the hearing, Respondent and any other party to this proceeding have the right to appear and present testimony regarding the allegations in this complaint. The procedures to be followed at the hearing are described in the attached Form NLRB-4668. The procedure to request a postponement of the hearing is described in the attached Form NLRB-4338.

Dated: August 26, 2014



---

JAMES G. PAULSEN  
REGIONAL DIRECTOR  
NATIONAL LABOR RELATIONS BOARD  
REGION 29  
TWO METRO TECH CENTER STE 5100  
FL 5  
BROOKLYN, NY 11201-3838

Attachments

UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
REGION 29

ALSTATE MAINTENANCE, LLC

and

Case Nos. 29-CA-104000  
29-CA-126794

LOCAL 32BJ, SERVICE EMPLOYEES  
INTERNATIONAL UNION

LOCAL 660, UNITED WORKERS OF AMERICA

and

Case Nos. 29-CB-103994  
29-CB-126867

LOCAL 32BJ, SERVICE EMPLOYEES  
INTERNATIONAL UNION

**AMENDED CONSOLIDATED COMPLAINT AND NOTICE OF HEARING**

On August 26, 2014, the undersigned issued an Order Consolidating Cases, Consolidated Complaint and Notice of Hearing in the above-captioned cases. The Consolidated Complaint alleged violations of Section 8(a)(1), 8(a)(2), 8(b)(1)(A) and 8(b)(2) of the National Labor Relations Act (the Act). Pursuant to Section 102.17 of the Rules and Regulations of the National Labor Relations Board (the Board), the Consolidated Complaint and Notice of Hearing issued on August 26, 2014, is amended as follows:

1. The charge in Case 29-CA-104000 was filed by the Charging Party on April 25, 2013, and a copy was served on Respondent Alstate by U.S. mail on April 30, 2013.
2. The first amended charge in Case 29-CA-104000 was filed by the Charging Party on October 3, 2013, and a copy was served by the Charging Party on Respondent Alstate by regular mail on October 3, 2013.



3. The charge in Case 29-CA-126794 was filed by the Charging Party on April 15, 2014, and a copy was served on Respondent Alstate by U.S. mail on April 17, 2014.

4. The charge in Case 29-CB-103994 was filed by the Charging Party on April 25, 2013, and a copy was served on Respondent Local 660 by U.S. mail on April 30, 2013.

5. The charge in Case 29-CB-126867 was filed by the Charging Party on April 16, 2014, and a copy was served on Respondent Local 660 by U.S. mail on April 18, 2014.

6. At all material times, Respondent Alstate, a domestic limited liability corporation, with its principal office and place of business located at 15 Clinton Avenue, Rockville Center, New York, and a place of business located at JFK International Airport in Jamaica, New York, herein called the JFK Airport facility, has been engaged in providing airport ground services at JFK International Airport.

7. (a) In conducting its operations during the 12-month period ending May 21, 2013, which period is representative of its annual operations generally, Respondent Alstate, in the course and conduct of its operations described above in paragraph 6, purchased and received at its Rockville Center, New York facility, goods and supplies valued in excess of \$50,000 directly from points located outside the State of New York.

(b) In conducting its operations during the 12-month period ending May 21, 2013, which period is representative of its annual operations generally, Respondent Alstate, in the course and conduct of its operations described above in paragraph 6, within the State of New York, performed services valued in excess of \$50,000 for Lufthansa Airlines, Air France and AeroMexico, enterprises which are directly engaged in interstate commerce.

8. At all material times, Respondent Alstate has been an employer engaged in commerce within the meaning of Section 2(2), (6) and (7) of the Act.

9. At all material times, Respondent Local 660 has been a labor organization within the meaning of Section 2(5) of the Act.

10. At all material times, Local 32BJ has been a labor organization within the meaning of Section 2(5) of the Act.

11. At all material times, the following individuals employed by Respondent Alstate have held the positions listed next to their names and have been supervisors of Respondent Alstate within the meaning of Section 2(11) of the Act and/or agents of Respondent Alstate within the meaning of Section 2(13) of the Act:

Patricia Casey	General Manager
Jeremy Harding	Supervisor, Terminal One
Vince Orodio	Duty Manager
David Smith	Supervisor, Terminal One
Deborah Traynor	General Manager, Terminal One

12. At all material times, the following individuals employed by Respondent Local 660 have held the positions listed next to their names and have been agents of Respondent Local 660 within the meaning of Section 2(13) of the Act:

Gilberto Mendoza	President
Alex Cedenio	Business Representative
Webster Febres	Representative

13. About August 2, 2012, Respondent Alstate granted recognition to Respondent Local 660 as the exclusive collective-bargaining representative of Respondent Alstate's employees in the following unit, herein called the Terminal One Unit:

All full-time and regular-part time skycaps; wheelchair agents, baggage handlers, passenger service agents, boarding gate agents, and CTX baggage handlers working for

Alstate Maintenance, Inc. at Terminal One, JFK International Airport, Jamaica, New York 11430, excluding all other employees, guards, clerks, dispatchers, management and supervisors as defined in the Act.

14. About August 2, 2012, Respondent Local 660 accepted recognition agreement from Respondent Alstate as the exclusive collective-bargaining representative of the Terminal One Unit.

15. Respondent Alstate engaged in the conduct described above in paragraph 13, even though Respondent Local 660 did not represent a majority of the Terminal One Unit.

16. Respondent Local 660 engaged in the conduct described above in paragraph 14, even though Respondent Local 660 did not represent a majority of the Terminal One Unit.

17. About December 1, 2012, Respondent Alstate entered into a collective-bargaining agreement with Respondent Local 660 as the exclusive collective-bargaining representative of the following employees of Respondent Alstate, herein called the CBA Unit:

All full-time and regular part-time skycaps, wheelchair agents, baggage handlers, passenger service agents, boarding gate agents and CTX baggage handlers working for the employer at Terminals One, and Four JFK Airport, excluding guards, supervisors, office employees, foremen, salesmen, and executives employed by employer at Terminals One and Four, JFK Airport.

18. Since about December 1, 2012, Respondent Alstate and Respondent Local 660 have maintained and enforced the collective bargaining agreement referred to above in paragraph 17, and which contains union security and check-off provisions in Articles 2 and 3 of such collective-bargaining agreement.

19. Respondent Alstate engaged in the conduct described above in paragraphs 17 and 18, even though Respondent Local 660 did not represent a majority of the CBA Unit.

20. Respondent Local 660 engaged in the conduct described above in paragraphs 17 and 18, even though it did not represent a majority of the CBA Unit.

21. In the alternative, in the event it is concluded that Respondent Alstate did not unlawfully recognize Respondent Local 660 as the exclusive collective bargaining representative of the Terminal One Unit, on December 1, 2012, Respondent Alstate granted recognition to Respondent Local 660, and Respondent Local 660 accepted recognition, as the exclusive collective-bargaining representative of Respondent Alstate's employees set forth in paragraph 17, who were employed only at Terminal Four, JFK Airport, herein called the Terminal Four Unit, even though Respondent Local 660 did not represent a majority of the Terminal Four Unit.

22. Since about December 1, 2012, Respondent Local 660 has failed to inform the CBA Unit employees of the following information:

- a) that they have the right to be or remain a nonmember;
- b) that they have a right as a nonmember to object to paying for nonrepresentational activities and to obtain a reduction in fees for such nonrepresentational activities;
- c) that they have the right to be given sufficient information to enable them to intelligently decide whether to object;
- d) that they have the right as a nonmember to be apprised of any internal union procedures for filing objections.

23. On a date in late 2012, the exact date not presently known, Respondent Alstate, by Manager Traynor, in Respondent Alstate's JFK Airport Terminal One office, gave assistance and support to Respondent Local 660 by engaging in the following conduct:

- a) directing employees to speak to Respondent Local 660 representatives.
- b) threatening employees with discharge if they did not sign Respondent

Local 660 dues checkoff authorizations and membership cards.

- c) promising employees a pay raise if they signed Respondent Local 660 dues checkoff authorizations and membership cards.

24. On a date in early February 2013, the exact date not presently known, Respondent Alstate, by Manager Casey, in Respondent Alstate's JFK Airport Terminal One office, gave assistance and support to Respondent Local 660 by engaging in the following conduct:

- a) directing employees to speak to Respondent Local 660 representatives.
- b) making an implied threat of discharge if employees did not sign

Respondent Local 660 dues checkoff authorizations and membership cards.

25. About on a date in February, 2013, the exact date presently unknown, Respondent Local 660, by Representative Febres, at the time clock in Respondent Alstate's JFK Airport Terminal One office, threatened employees with loss of benefits unless they signed Respondent Local 660 dues checkoff authorization cards and membership cards.

26. On a date in late February, 2013, the exact date presently unknown, Respondent Local 660, by President Mendoza, at the time clock in Respondent Alstate's JFK Airport Terminal One office:

- a. promised employees benefits, including a pay raise if they signed Respondent Local 660 dues checkoff authorization cards and membership cards, and
- b. threatened employees with a loss of benefits if they did not sign cards for Respondent Local 660.



27. About February 12, 2013, Respondent Alstate, by Manager Orodio, in Respondent Alstate's JFK Airport Terminal One office, gave assistance and support to Respondent Local 660 by directing employees to sign Respondent Local 660 dues checkoff authorizations and membership cards.

28. About March 1, 2013, Respondent Alstate, by Manager Traynor, in Respondent Alstate's JFK Airport Terminal One office, gave assistance and support to Respondent Local 660 by engaging in the following conduct:

a) directing employees to sign Respondent Local 660 dues checkoff authorizations and membership cards.

b) promising employees a pay raise if they signed Respondent Local 660 dues checkoff authorizations and membership cards.

29. About March 1, 2013, Respondent Alstate, by Manager Traynor, in the public food court area of JFK Airport Terminal One, in the presence of employees, threatened to cause the arrest of nonemployees engaging in union activity, where Respondent Alstate had no legitimate property interest in the property.

30. About March 8, 2013, Respondent Alstate, by Manager Casey, in Respondent Alstate's JFK Airport Terminal One office, gave assistance and support to Respondent Local 660 by making an implied threat of discipline to employees for failing to speak to Respondent Local 660 representatives.

31. About March 8, 2013, Respondent Alstate, by Supervisor Harding, in Respondent Alstate's JFK Airport Terminal One office, gave assistance and support to Respondent Local 660 by conditioning the receipt of employees' paycheck on employees speaking to Respondent Local 660 representatives.

32. About March 11, 2013, Respondent Local 660, by Business Representative Cedeno, at the time clock in Respondent Alstate's JFK Airport Terminal Four office, promised employees a raise and transportation subsidy if they signed a Respondent Local 660 membership card.

33. About March 11, 2013, Respondent Alstate, by Manager Casey, in Respondent Alstate's JFK Airport Terminal One office, gave assistance and support to Respondent Local 660 by directing employees to speak to Respondent Local 660 representatives.

34. About March 11 or 12, 2013, the exact date not presently known, Respondent Alstate, by Supervisor Smith, in a downstairs baggage area of JFK Terminal One, gave assistance and support to Respondent Local 660 by directing employees to sign Respondent Local 660 dues checkoff authorizations and membership cards.

35. About March 16, 2013, Respondent Alstate, by Manager Traynor, in Respondent Alstate's JFK Airport Terminal One office, gave assistance and support to Respondent Local 660 by interrogating employees about signing Respondent Local 660 dues checkoff authorizations and membership cards.

36. On various dates during the winter of 2013-2014, commencing about November 1, 2013, through about March 30, 2014, the exact dates not presently known, Respondent Alstate, by Manager Traynor, in the food court area of JFK Airport Terminal One, engaged in surveillance of employees, while employees engaged in union activities and protected concerted activities.

37. On a date in early January 2014, the exact date not presently known, Respondent Alstate, by Manager Traynor, in Respondent Alstate's JFK Airport Terminal One office, told employees it disfavored employees who supported Local 32BJ.

38. About January 11, 2014, Respondent Alstate, by Manager Traynor, in Respondent Alstate's JFK Airport Terminal One office, threatened employees with unspecified reprisals if they did not give up their union activity in support of Local 32BJ.

39. On or about February 7, 2014, Respondent Alstate, by Manager Traynor, in the food court area of JFK Airport Terminal One, interrogated employees about their union activities.

40. On various dates between March 1, 2014 and May 1, 2014, the exact dates not presently known, Respondent Alstate, by Manager Traynor, in the food court area of JFK Airport Terminal One, engaged in surveillance of employees by observing from nearby in the food court employees engaged in union activities and protected concerted activities.

41. About March 4, 2014, Respondent Alstate, by Manager Traynor, at the JFK Airport Terminal One Belt F baggage area, engaged in the following conduct:

- a) told employees they were engaging in union activity on Manager Traynor's time, creating an impression among its employees that their union activities were under surveillance by Respondent Alstate.
- b) interrogated employees about their union activities.
- c) threatened employees with unspecified reprisals because of their union activity in support of Local 32BJ.

42. About March 7, 2014, Respondent Alstate by Manager Traynor, in the food court area of JFK Airport Terminal One engaged in the following conduct:

- (a) interrogated employees about their union activity in support of Local 32BJ;
- (b) threatened employees with unspecified reprisals because of their

union activity in support of Local 32BJ.

43. About March 10, 2014, Respondent Alstate, by Manager Orodio, in the food court area of JFK Airport Terminal One, discriminatorily enforced Respondent Alstate's uniform rules by prohibiting employees from wearing hats indicating support for Local 32BJ.

44. About March 27, 2014, Respondent Local 660, by President Mendoza, in a letter to employees, threatened employees with loss of employment unless they executed dues checkoff authorizations and membership cards.

45. Respondent Local 660 engaged in the conduct described above in paragraph 44 without previously advising the employees of the following information:

- a) that they have the right to be or remain a nonmember;
- b) that they have a right as a nonmember to object to paying for nonrepresentational activities and to obtain a reduction in fees for such nonrepresentational activities;
- c) that they have the right to be given sufficient information to enable them to intelligently decide whether to object;
- d) that they have the right as a nonmember to be apprised of any internal union procedures for filing objections;
- e) a monthly breakdown of amounts owed, and an explanation of how the amounts were calculated.

46. About June 27, 2014, Respondent Alstate discriminatorily enforced Respondent Alstate's uniform rules by prohibiting employees from wearing buttons or pins indicating support for Local 32BJ.

47. By the conduct described above in paragraphs 29, and 36 through 42, Respondent Alstate has been interfering with, restraining, and coercing employees in the exercise of the rights guaranteed in Section 7 of the Act in violation of Section 8(a)(1) of the Act.

48. By engaging in the conduct described above in paragraphs 13, 15, 17, 18, 19, 21, 23, 24, 27, 28, 30, 31, 33, 34 and 35, Respondent Alstate has been rendering unlawful assistance and support to a labor organization in violation of Section 8(a)(1) and (2) of the Act.

49. By engaging in the conduct described above in paragraphs 17 through 19, 43 and 46, Respondent Alstate has been discriminating in regard to the hire or tenure or terms and conditions of employment of its employees thereby discouraging membership in one labor organization and encouraging membership in another labor organization, in violation of Section 8(a)(1) and (3) of the Act.

50. By the conduct described above in paragraphs 14, 16, 17, 18, 20 through 22, 25-26, 32, and 44-45, Respondent Local 660 has been restraining and coercing employees in the exercise of the rights guaranteed in Section 7 of the Act in violation of Section 8(b)(1)(A) of the Act.

51. By the conduct described above in paragraphs 18 and 20, Respondent Local 660 has been attempting to cause Respondent Alstate to discriminate against its employees in violation of Section 8(a)(3) of the Act in violation of Section 8(b)(2) of the Act.

52. The unfair labor practices of Respondents described above affect commerce within the meaning of Section 2(6) and (7) of the Act.

#### **ANSWER REQUIREMENT**

Respondent is notified that, pursuant to Sections 102.20 and 102.21 of the Board's Rules and Regulations, it must file an answer to the above amendment to the consolidated complaint.

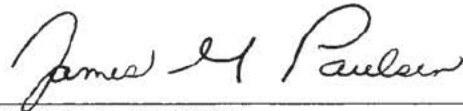
The answer must be received by this office on or before September 25, 2014, or postmarked on or before September 24, 2014. Respondent should file an original and four copies of the answer with this office and serve a copy of the answer on each of the other parties.

An answer may also be filed electronically through the Agency's website. To file electronically, go to [www.nlr.gov](http://www.nlr.gov), click on **File Case Documents**, enter the NLRB Case Number, and follow the detailed instructions. The responsibility for the receipt and usability of the answer rests exclusively upon the sender. Unless notification on the Agency's website informs users that the Agency's E-Filing system is officially determined to be in technical failure because it is unable to receive documents for a continuous period of more than 2 hours after 12:00 noon (Eastern Time) on the due date for filing, a failure to timely file the answer will not be excused on the basis that the transmission could not be accomplished because the Agency's website was off-line or unavailable for some other reason. The Board's Rules and Regulations require that an answer be signed by counsel or non-attorney representative for represented parties or by the party if not represented. See Section 102.21. If the answer being filed electronically is a pdf document containing the required signature, no paper copies of the answer need to be transmitted to the Regional Office. However, if the electronic version of an answer to a complaint is not a pdf file containing the required signature, then the E-filing rules require that such answer containing the required signature continue to be submitted to the Regional Office by traditional means within three (3) business days after the date of electronic filing. Service of the answer on each of the other parties must still be accomplished by means allowed under the Board's Rules and Regulations. The answer may not be filed by facsimile transmission. If no answer is filed, or if an answer is filed untimely, the Board may find, pursuant to a Motion for Default Judgment, that the allegations in the amended consolidated complaint are true.

NOTICE OF HEARING

PLEASE TAKE NOTICE THAT on October 21, 2014, at 9:30 a.m., at Two MetroTech Center, 5<sup>th</sup> Floor, Brooklyn, New York, and on consecutive days thereafter until concluded, a hearing will be conducted before an administrative law judge of the National Labor Relations Board. At the hearing, Respondent and any other party to this proceeding have the right to appear and present testimony regarding the allegations in this complaint. The procedures to be followed at the hearing are described in the attached Form NLRB-4668. The procedure to request a postponement of the hearing is described in the attached Form NLRB-4338.

Dated: September 11, 2014



---

JAMES G. PAULSEN  
REGIONAL DIRECTOR  
NATIONAL LABOR RELATIONS BOARD  
REGION 29  
TWO METRO TECH CENTER STE 5100  
FL 5  
BROOKLYN, NY 11201-3838

Attachments



**UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
REGION 29**

**ALSTATE MAINTENANCE, LLC**

**and**

**LOCAL 32BJ, SERVICE EMPLOYEES**

**INTERNATIONAL UNION**

**Case Nos. 29-CA-104000  
29-CA-126794  
29-CA-136572**

**LOCAL 660, UNITED WORKERS OF AMERICA**

**and**

**LOCAL 32BJ, SERVICE EMPLOYEES  
INTERNATIONAL UNION**

**Case Nos. 29-CB-103994  
29-CB-126867**

**ORDER FURTHER CONSOLIDATING CASES AND AMENDMENT TO COMPLAINT**

On September 11, 2014, the Regional Director for Region 29 issued an Amended Consolidated Complaint and Notice of Hearing in the above-captioned cases. The Amended Consolidated Complaint alleged violations of Section 8(a)(1), 8(a)(2), 8(a)(3), 8(b)(1)(A) and 8(b)(2) of the National Labor Relations Act (the Act).

Local 32BJ, Service Employees International Union (the Charging Party) has further charged in Case No. 29-CA-136872 that Respondent has engaged in certain unfair labor practices affecting commerce as set forth in the Act. Based thereon, and in order to avoid unnecessary costs or delay, the General Counsel, by the undersigned, pursuant to Section 10(b) of the Act and Section 102.33 of the Rules and Regulations of the National Labor Relations Board, herein called the Board, **ORDERS** that these cases are further consolidated.

Furthermore, pursuant to Section 102.17 of the Rules and Regulations of the National Labor Relations Board (the Board), the Amended Consolidated Complaint is further amended as follows:

1. Add new Paragraph 5.5:

The charge in Case 29-CA-136872 was filed by the Charging Party on September 16, 2014, and a copy was served on Respondent Alstate by U.S. Mail on September 17, 2014.

2. Paragraph 11: Add to the existing paragraph 11:

Wilfred Chance	Supervisor, Terminal One
Cebon Crawford	Supervisor, Terminal One

3. Substitute the following for the existing Paragraph 47:

On a date in June 2014, the exact date not presently known, Respondent Alstate, by Manager Casey, in Respondent Alstate's JFK Airport Terminal One office, prohibited employees from wearing union insignia while permitting employees to wear other insignia.

4. Substitute the following for the existing Paragraph 48:

About August 14 or 21, 2014, the exact date not presently known, Respondent Alstate, by supervisor Chance, in the departures area of JFK Airport Terminal One, engaged in the following conduct:

- (a) prohibited employees from wearing union insignia while permitting employees to wear other insignia; and
- (b) threatened employees with suspension if they wore buttons or pins indicating support for Local 32BJ.

5. Substitute the following for the existing Paragraph 49:

About September 3, 2014, Respondent Alstate, by Manager Casey, in Respondent Alstate's JFK Airport Terminal One office, prohibited employees from wearing union insignia while permitting employees to wear other insignia.

6. Substitute the following for the existing Paragraph 50:

About September 16, 2014, Respondent Alstate, by supervisor Crawford, in the arrivals area of JFK Airport Terminal One, engaged in the following conduct:

- (a) prohibited employees from wearing union insignia while permitting employees to wear other insignia; and
- (b) threatened employees with suspension if they wore buttons or pins indicating support for Local 32BJ.

7. Substitute the following for the existing Paragraph 51:

About September 17, 2014, Respondent Alstate, by Manager Casey, in Respondent Alstate's JFK Airport Terminal One office, prohibited employees from wearing union insignia while permitting employees to wear other insignia.

8. Substitute the following for the existing Paragraph 52:

On a date in early September 2014, the exact date not presently known, Respondent Alstate, by supervisors Chance and Crawford, in the departures area of JFK Airport Terminal One, prohibited employees from wearing union insignia while permitting employees to wear other insignia.

9. Add to existing paragraph 47, new paragraphs 47 through 52, and renumber existing paragraphs 47 through 52 accordingly.

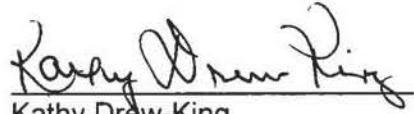
### **ANSWER REQUIREMENT**

Respondent is notified that, pursuant to Sections 102.20 and 102.21 of the Board's Rules and Regulations, it must file an answer to the above amendment to the amended consolidated complaint. **The answer must be received by this office on or before November 21, 2014, or postmarked on or before November 20, 2014.** Respondent should file an original and four copies of the answer with this office and serve a copy of the answer on each of the other parties.

An answer may also be filed electronically through the Agency's website. To file electronically, go to [www.nlr.gov](http://www.nlr.gov), click on File Case Documents, enter the NLRB Case Number, and follow the detailed instructions. The responsibility for the receipt and usability of the answer rests exclusively upon the sender. Unless notification on the Agency's website informs users that the Agency's E-Filing system is officially determined to be in technical failure because it is unable to receive documents for a continuous period of more than 2 hours after 12:00 noon (Eastern Time) on the due date for filing, a failure to timely file the answer will not be excused on the basis that the transmission could not be accomplished because the Agency's website was off-line or unavailable for some other reason. The Board's Rules and Regulations require that an answer be signed by counsel or non-attorney representative for represented parties or by the party if not represented. See Section 102.21. If the answer being filed electronically is a pdf document containing the required signature, no paper copies of the answer need to be transmitted to the Regional Office. However, if the electronic version of an answer to a complaint is not a pdf file containing the required signature, then the E-filing rules require that such answer containing the required signature continue to be submitted to the Regional Office by traditional means within three (3) business days after the date of electronic filing. Service of the answer on each of the other parties must still be accomplished by means al-

lowed under the Board's Rules and Regulations. The answer may not be filed by facsimile transmission. If no answer is filed, or if an answer is filed untimely, the Board may find, pursuant to a Motion for Default Judgment, that the allegations in the amended consolidated complaint are true.

Dated at Brooklyn, New York, this 7th day of November, 2014.

A handwritten signature in black ink, appearing to read "Kathy Drew-King", written over a horizontal line.

Kathy Drew-King  
Acting Regional Director, Region 29  
National Labor Relations Board  
Two MetroTech Center, 5<sup>th</sup> Floor  
Brooklyn, New York 11201

UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
REGION 29

ALSTATE MAINTENANCE, LLC

and

LOCAL 32BJ, SERVICE EMPLOYEES  
INTERNATIONAL UNION

Case Nos. 29-CA-104000  
29-CA-126794  
29-CA-136872

LOCAL 660, UNITED WORKERS OF AMERICA

and

LOCAL 32BJ, SERVICE EMPLOYEES  
INTERNATIONAL UNION

Case Nos. 29-CB-103994  
29-CB-126867

**NOTICE OF INTENTION TO FURTHER AMEND**  
**AMENDED CONSOLIDATED COMPLAINT**

PLEASE TAKE NOTICE that upon the opening of the hearing in the above captioned case, or as soon thereafter as counsel may be heard, Counsel for the General Counsel will move the Administrative Law Judge to further amend the Amended Consolidated Complaint as follows:

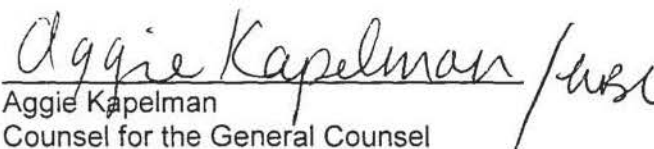
1. Paragraph 47 shall be amended to read as follows:

47.(a) On about June 27, 2014, Respondent Alstate, by Manager Casey, in Respondent Alstate's JFK Airport Terminal One office, prohibited employees from wearing union insignia while permitting employees to wear other insignia.

(b) In about July, 2014, the exact date not presently known, Respondent Alstate, by Manager Casey, in Respondent Alstate's JFK Airport Terminal One office, prohibited employees from wearing union insignia while permitting employees to wear other insignia.

2. Add to existing paragraph 47 new paragraphs 47 through 52, and renumber existing paragraphs 47 through 52 as paragraphs 53 through 58.

Dated at Brooklyn, New York, on November 18, 2014.

  
Aggie Kapelman  
Counsel for the General Counsel  
National Labor Relations Board  
Region 29  
Two MetroTech Center, 5<sup>th</sup> Floor  
Brooklyn, New York 11201

**UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
REGION 29**

**ACM SERVICES INC.**

**and**

**Case No. 29-CA-116923**

**(b) (6), (b) (7)(C)**, an Individual

**LOCAL 660, UNITED WORKERS OF AMERICA**

**and**

**Case No. 29-CB-115049**

**(b) (6), (b) (7)(C)**, an Individual

**ORDER CONSOLIDATING CASES, CONSOLIDATED COMPLAINT, AND NOTICE  
OF HEARING**

Pursuant to Section 102.33 of the Rules and Regulations of the National Labor Relations Board (the Board) and to avoid unnecessary costs or delay, IT IS ORDERED THAT Case No. 29-CA-116923, which is based on a charge filed by **(b) (6), (b) (7)(C)** an Individual (Charging Party or **(b) (6), (b) (7)(C)**), against ACM Services Inc. (Respondent Employer), and Case No. 29-CB-115049, which is based on a charge filed by Charging Party against Local 660, United Workers of America (Respondent Union), are consolidated.

This Order Consolidating Cases, Consolidated Complaint, and Notice of Hearing, which is based on these charges, is issued pursuant to Section 10(b) of the National Labor Relations Act, 29 U.S.C. § 151 et seq. (the Act), and Section 102.15 of the Rules and Regulations of the National Labor Relations Board (the Board) and alleges that Respondent Employer and Respondent Union have violated the Act as described below:

1. The charge in Case No. 29-CA-116923 was filed by the Charging Party on November 8, 2013, and served by regular mail on Respondent Employer on November 14, 2013.



2. The first amended charge in Case No. 29-CA-116923 was filed by the Charging Party on December 20, 2013, and served by regular mail on Respondent Employer on December 24, 2013.

3. The charge in Case No. 29-CB-115049 was filed by the Charging Party on October 18, 2013, and served by regular mail on Respondent Union on October 21, 2013.

4. At all material times, Respondent Employer, a domestic corporation, with its principal office and place of business located at 199 Lee Avenue, Suite #775, Brooklyn, New York, herein called the Brooklyn facility, has been engaged in the business of providing maintenance and management services for residential properties in Brooklyn and Long Island City, New York.

5. During the past year, which period is representative of its annual operations in general, Respondent Employer purchased services valued in excess of \$50,000 which were furnished to Respondent Employer at its Brooklyn facility directly from entities located outside the State of New York.

6. At all material times, Respondent Employer has been an employer engaged in commerce within the meaning of Section 2(2), (6) and (7) of the Act.

7. At all material times, Local 713, International Brotherhood of Trade Unions (Local 713) has been a labor organization within the meaning of Section 2(5) of the Act.

8. At all material times, Respondent Union has been a labor organization within the meaning of Section 2(5) of the Act.

9. At all material times, (b) (6), (b) (7)(C) held the position of Union Representative of Respondent Union, and is an agent of Respondent Union, within the meaning of Section 2(13) of the Act, acting on its behalf.

10. Since about January 1, 2013, Local 713 and Respondent Union, collectively referred to as the Unions, have jointly represented the following unit of employees (the Unit) employed by the Respondent Employer at its Brooklyn facility:

Full time and part time building maintenance employees excluding executives, office clericals, supervisors and guards as defined in the Labor Management Relations Act as amended.

11. The Unions and Respondent Employer are parties to a collective bargaining agreement (the CBA) in effect from January 1, 2013 to December 31, 2015, which contains a union security clause.

12. On about August 28, 2013, Charging Party filed a deauthorization petition in Case No. 29-UD-112198, seeking to remove from the CBA, the existing union security clause and the obligation to pay dues.

13. On about September 12, 2013, Respondent Union, by Union Representative (b) (6), (b) (7)(C), near Respondent Employer's Brooklyn facility, promised employees \$2000 in exchange for the withdrawal of a deauthorization petition filed in connection with the CBA.

14. (a) From about mid-October until early November 2013, Respondent Employer changed the working conditions of (b) (6), (b) (7)(C) by reducing (b) (6), (b) (7)(C) hours of employment.

(b) Respondent Employer engaged in the conduct above in paragraph 14(a) because (b) (6), (b) (7)(C) filed a deauthorization petition and engaged in concerted activities, and to discourage employees from engaging in these activities.

15. On about the dates set forth below, Respondent Employer issued written warnings to employee (b) (6), (b) (7)(C):

a. (b) (6), (b) (7)(C), 2013

- b. (b) (6), (b) (7)(C) 2013
- c. (b) (6), (b) (7)(C) 2013
- d. (b) (6), (b) (7)(C) 2013
- e. (b) (6), (b) (7)(C), 2013

16. Respondent Employer engaged in the conduct described above in paragraph 15 because Cristobal filed a deauthorization petition and engaged in concerted activities, and to discourage employees from engaging in these activities.

17. By the conduct described above in paragraphs 14 through 16, Respondent Employer has been discriminating in regard to the hire or tenure or terms or conditions of employment of its employees, thereby encouraging membership in a labor organization in violation of Section 8(a)(1) and (3) of the Act.

18. By the conduct described above in paragraph 13, Respondent Union has been restraining and coercing employees in the exercise of the rights guaranteed in Section 7 of the Act, in violation of Section 8(b)(1)(A) of the Act.

19. The unfair labor practices of Respondents described above affect commerce within the meaning of Section 2(6) and (7) of the Act.

#### **ANSWER REQUIREMENT**

Each Respondent is notified that, pursuant to Sections 102.20 and 102.21 of the Board's Rules and Regulations, it must file an answer to the complaint. The answer must be **received by this office on or before March 6, 2014, or postmarked on or before March 5, 2014**. Each Respondent should file an original and four copies of the answer with this office and serve a copy of the answer on each of the other parties.

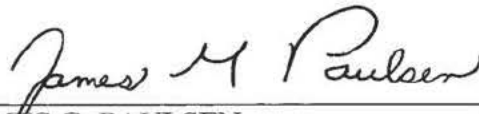
An answer may also be filed electronically through the Agency's website. To file electronically, go to [www.nlr.gov](http://www.nlr.gov), click on **File Case Documents**, enter the NLRB Case Number, and follow the detailed instructions. The responsibility for the receipt and usability of the answer rests exclusively upon the sender. Unless notification on the Agency's website informs users that the Agency's E-Filing system is officially determined to be in technical failure because it is unable to receive documents for a continuous period of more than 2 hours after 12:00 noon (Eastern Time) on the due date for filing, a failure to timely file the answer will not be excused on the basis that the transmission could not be accomplished because the Agency's website was off-line or unavailable for some other reason. The Board's Rules and Regulations require that an answer be signed by counsel or non-attorney representative for represented parties or by the party if not represented. See Section 102.21. If the answer being filed electronically is a pdf document containing the required signature, no paper copies of the answer need to be transmitted to the Regional Office. However, if the electronic version of an answer to a complaint is not a pdf file containing the required signature, then the E-filing rules require that such answer containing the required signature continue to be submitted to the Regional Office by traditional means within three (3) business days after the date of electronic filing. Service of the answer on each of the other parties must still be accomplished by means allowed under the Board's Rules and Regulations. The answer may not be filed by facsimile transmission. If no answer is filed, or if an answer is filed untimely, the Board may find, pursuant to a Motion for Default Judgment, that the allegations in the complaint are true.

Any request for extension of time to file an answer must, pursuant to Section 102.111(b) of the Board's Rules and Regulations, be received by close of business on **March 6, 2014**. The request should be in writing and addressed to the Regional Director of Region 29.

**NOTICE OF HEARING**

PLEASE TAKE NOTICE THAT on **March 26, 2014**, at **9:30 AM**, at **2 Metrotech Center, Brooklyn, in a hearing room**, and on consecutive days thereafter until concluded, a hearing will be conducted before an administrative law judge of the National Labor Relations Board. At the hearing, each Respondent and any other party to this proceeding have the right to appear and present testimony regarding the allegations in this complaint and/or compliance specification. The procedures to be followed at the hearing are described in the attached Form NLRB-4668. The procedure to request a postponement of the hearing is described in the attached Form NLRB-4338.

Dated: February 20, 2014



---

JAMES G. PAULSEN  
REGIONAL DIRECTOR  
NATIONAL LABOR RELATIONS BOARD  
REGION 29  
TWO METRO TECH CENTER STE 5100  
FL 5  
BROOKLYN, NY 11201-3838

Attachments